

IN THE FEDERAL DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

6-9-06

Clerk, U. S. District Court
Western District of Texas

Yrs

Deputy

DEVEN PARRISH and DEANNA
PARRISH, INDIVIDUALLY AND AS
LEGAL GUARDIANS OF DELANEY
PARRISH, A MINOR CHILD

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CIVIL ACTION NO. A 03 CA 247 LY

v.

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NATIONAL PRESTO INDUSTRIES, INC. §

AGREED FINAL JUDGMENT

On this date came to be heard the above-styled and numbered cause. The Parties appeared in person and/or through their counsel and requested entry of this Judgment based on their agreements. Based on the statements and representations of the parties and their counsel, the Court finds as follows:

It is ORDERED, ADJUDGED, and DECREED that Plaintiffs Deven Parrish, Individually and Deanna Parrish, Individually take nothing from Defendant.

It is further ORDERED, ADJUDGED and DECREED that the adult Plaintiffs Deven and Deanna Parrish as Legal Guardians of Delaney Parrish, are authorized to enter into a settlement with Defendant in the manner that has been recited to the Court, which settlement has a present value of ONE HUNDRED EIGHTY SEVEN THOUSAND DOLLARS (\$187,000.00). It is understood that the adult Plaintiffs, the parents and duly appointed guardians of the minor Plaintiff, recognize their responsibility for the medical expenses and care of the minor Plaintiff in the past and for the expected medical expenses and care of the minor Plaintiff, continuing until the minor Plaintiff has attained the age of 18. The adult Plaintiffs fully understand that they will have no future right to

recover any damages, either for themselves or for Delaney Parrish. No portion of the amounts awarded herein are for punitive or exemplary damages.

It is further ORDERED, ADJUDGED and DECREED that of the award to the minor Plaintiff, funds shall be placed in a structured settlement for the minor Plaintiff, funded through the purchase of an annuity from The Prudential Insurance Company of America, in the form and in the manner recited to the Court. The obligation to make the annuity payments has been transferred through a "qualified assignment" within the meaning of § 130(c) of the INTERNAL REVENUE CODE of 1986 as called for in the Settlement Agreement, the terms of which were made known to the Court. It is understood that all sums herein are awarded as compensation for personal injuries sustained by Delaney Parrish, and no portion of the amounts awarded herein are for punitive or exemplary damages. The Court notes that the annuity payments to Delaney Parrish shall not be anticipated by the recipient, and shall not be subject to any sale, transfer, assignment, pledge, hypothecation or other disposition, in whole or in part, by the recipient, save and except that, at the respective date Delaney Parrish attains the age of 18 years, or otherwise has her disability of minority removed, and provided that the recipient is otherwise legally competent, such recipient may designate a beneficiary or otherwise provide for the disposition of any subsequent annuity payments due to such recipient by will or other lawful device.

It is further ORDERED, ADJUDGED and DECREED that the Court approves the settlement referred to herein, and finds that all payments have been made by or on behalf of Defendant herein or by agreement of the parties have or will be made, and accordingly that Plaintiffs Deven and Deanna Parrish, as Legal Guardians of Delaney Parrish, and that the minor Plaintiff, Delaney Parrish shall take nothing from Defendant for all claims and causes of action which were brought against

Defendant, or which Plaintiffs could have brought against Defendants in this cause arising out of the matters more fully described in the Settlement Agreement and Release which Plaintiffs have executed.

It is further ORDERED, ADJUDGED, and DECREED that this Judgment shall be sealed and remain confidential.

It is further ORDERED, ADJUDGED, and DECREED that this Judgment is non-appealable by any party as it is based on the agreements of the parties, after consultation with counsel and the attorney ad litem representing the minor child.

It is further ORDERED, ADJUDGED, and DECREED that all other relief requested is denied and that all claims which were or could have been asserted in this cause are denied and dismissed with prejudice.

This judgment disposes of all parties and all claims, and is final.

SIGNED this 9th day of June, 2006.


HONORABLE SAM SPARKS
United States District Judge

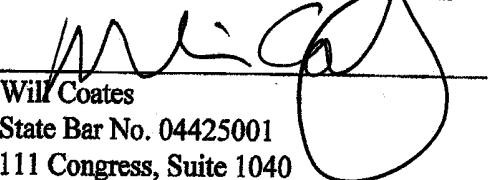
AGREED:

**COCHRAN, CHERRY, GIVENS,
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